

LAW OFFICES OF DALE K. GALIPO

Dale K. Galipo, Esq. (SBN 144074)
dalekgalipo@yahoo.com
Marcel F. Sincich, Esq. (SBN 319508)
msincich@galipolaw.com
21800 Burbank Boulevard, Suite 310
Woodland Hills, CA 91367
Phone: (818) 347-3333
Fax: (818) 347-4118

GRECH, PACKER, & HANKS

Trenton C. Packer (SBN 241057)
tpacker@grechpackerlaw.com
7095 Indiana Ave Ste 200
Riverside, CA 92506
Phone: (951) 682-9311

Attorneys for Plaintiff

Eugene P. Ramirez (State Bar No. 134865)
eugene.ramirez@manningkass.com
Andrea K. Kornblau (State Bar No. 291613)
Andrea.Kornblau@manningkass.com
Khouloud Pearson (State Bar No. 323108)
Khouloud.Pearson@manningkass.com

MANNING & KASS

ELLROD, RAMIREZ, TRESTER LLP

801 S. Figueroa St, 15th Floor
Los Angeles, California 90017-3012
Telephone: (213) 624-6900
Facsimile: (213) 624-6999

Attorneys for Defendants City of Hemet, Patrick Sobaszek, and Andrew Reynoso

ROB BONTA

Attorney General of California
NORMAN D. MORRISON
Supervising Deputy Attorney General
ASHLEY REYES
Deputy Attorney General
State Bar No. 312120
MARIO GARCIA
Deputy Attorney General
State Bar No. 339990
2550 Mariposa Mall, Room 5090
Fresno, CA 93721-2271
Telephone: (559) 705-2312
Fax: (559) 445-5106
E-mail: Ashley.Reyes@doj.ca.gov

*Attorneys for Defendants, State of California,
acting by and through the California Highway
Patrol, and Officer Sean Irick*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GEORGE GONZALEZ,

Plaintiff,

v.

**STATE OF CALIFORNIA; CITY OF
HEMET; PATRICK SOBASZEK;
ANDREW REYNOSO; SEAN IRICK;
and DOES 1-10, inclusive,**

Defendants.

Case No. 5:25-cv-00331-KK-DTB
[Honorable Kenly Kiya Kato]
Magistrate Judge David T. Bristow

STIPULATED PROTECTIVE ORDER

**[Discovery Document: Referred to
Magistrate Judge David T. Bristow]**

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them
12 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a
14 party seeks permission from the court to file material under seal.

15 **B. GOOD CAUSE STATEMENT**

16 The parties contend that this action is likely to involve trade secrets, other
17 valuable research, development, commercial, financial, technical and/or
18 proprietary information for which special protection from public disclosure and
19 from use for any purpose other than prosecution of this action is warranted. Such
20 confidential and proprietary materials and information consist of, among other
21 things, Plaintiff's medical records, personally identifiable information,
22 confidential communication and records, Defendant Officers' training and
23 personnel records, and internal investigation materials and findings, confidential
24 business or financial information, information regarding confidential business
25 practices, or other confidential research, development, or commercial information
26 (including information implicating privacy rights of third parties), information
27 otherwise generally unavailable to the public, or which may be privileged or
28 otherwise protected from disclosure under state or federal statutes, court rules,

1 case decisions, or common law. Accordingly, to expedite the flow of information,
2 to facilitate the prompt resolution of disputes over confidentiality of discovery
3 materials, to adequately protect information the parties are entitled to keep
4 confidential, to ensure that the parties are permitted reasonable necessary uses of
5 such material in preparation for and in the conduct of trial, to address their
6 handling at the end of the litigation, and serve the ends of justice, a protective
7 order for such information is justified in this matter. It is the intent of the parties
8 that information will not be designated as confidential for tactical reasons and that
9 nothing be so designated without a good faith belief that it has been maintained in
10 a confidential, non-public manner, and there is good cause why it should not be
11 part of the public record of this case.

12 **2. DEFINITIONS**

13 2.1 Action: this pending federal law suit.

14 2.2 Challenging Party: a Party or Non-Party that challenges the
15 designation of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
17 how it is generated, stored or maintained) or tangible things that qualify for
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
19 the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information
23 or items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information,
26 regardless of the medium or manner in which it is generated, stored, or maintained
27 (including, among other things, testimony, transcripts, and tangible things), that
28 are produced or generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a
2 matter pertinent to the litigation who has been retained by a Party or its counsel to
3 serve as an expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this
5 Action. House Counsel does not include Outside Counsel of Record or any other
6 outside counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association,
8 or other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a
10 party to this Action but are retained to represent or advise a party to this Action
11 and have appeared in this Action on behalf of that party or are affiliated with a law
12 firm which has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and
15 their support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits
20 or demonstrations, and organizing, storing, or retrieving data in any form or
21 medium) and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as "CONFIDENTIAL."

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery
25 Material from a Producing Party.

26 **3. SCOPE**

27 The protections conferred by this Stipulation and Order cover not only
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 **4. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect (1) unless the information designated
9 confidential was admitted into evidence at the time of trial, or (2) until a
10 Designating Party agrees otherwise in writing or a court order otherwise directs.

11 Final disposition shall be deemed to be the later of (1) dismissal of all
12 claims and defenses in this Action, with or without prejudice; and (2) final
13 judgment herein after the completion and exhaustion of all appeals, rehearings,
14 remands, trials, or reviews of this Action, including the time limits for filing any
15 motions or applications for extension of time pursuant to applicable law.

16 **5. DESIGNATING PROTECTED MATERIAL**

17 5.1 Exercise of Restraint and Care in Designating Material for
18 Protection. Each Party or Non-Party that designates information or items for
19 protection under this Order must take care to limit any such designation to specific
20 material that qualifies under the appropriate standards. The Designating Party
21 must designate for protection only those parts of material, documents, items, or
22 oral or written communications that qualify so that other portions of the material,
23 documents, items, or communications for which protection is not warranted are
24 not swept unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited.
26 Designations that are shown to be clearly unjustified or that have been made for
27 an improper purpose (e.g., to unnecessarily encumber the case development
28

1 process or to impose unnecessary expenses and burdens on other parties) may
2 expose the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that
4 it designated for protection do not qualify for protection, that Designating Party
5 must promptly notify all other Parties that it is withdrawing the inapplicable
6 designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided
8 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for
10 protection under this Order must be clearly so designated before the material is
11 disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic
14 documents, but excluding transcripts of depositions or other pretrial or trial
15 proceedings), that the Producing Party affix at a minimum, the legend
16 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
17 contains protected material. If only a portion or portions of the material on a page
18 qualifies for protection, the Producing Party also must clearly identify the
19 protected portion(s) (e.g., by making appropriate markings in the margins).
20 Whenever possible, the "CONFIDENTIAL legend" should be placed in the
21 margins of the designated document. The "CONFIDENTIAL legend" should not
22 obscure the contents of the document or material. (*See* Local Rule 11-3.1.)

23 A Party or Non-Party that makes original documents available for
24 inspection need not designate them for protection until after the inspecting Party
25 has indicated which documents it would like copied and produced. During the
26 inspection and before the designation, all of the material made available for
27 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
28 identified the documents it wants copied and produced, the Producing Party must

determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

1 6.3 The burden of persuasion in any such challenge proceeding shall be
2 on the Designating Party. Frivolous challenges, and those made for an improper
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
4 parties) may expose the Challenging Party to sanctions. Unless the Designating
5 Party has waived or withdrawn the confidentiality designation, all parties shall
6 continue to afford the material in question the level of protection to which it is
7 entitled under the Producing Party's designation until the Court rules on the
8 challenge.

9 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 7.1 Basic Principles. A Receiving Party may use Protected Material that
11 is disclosed or produced by another Party or by a Non-Party in connection with
12 this Action only for prosecuting, defending, or attempting to settle this Action.
13 Such Protected Material may be disclosed only to the categories of persons and
14 under the conditions described in this Order. When the Action has been
15 terminated, a Receiving Party must comply with the provisions of section 13
16 below (FINAL DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a
18 location and in a secure manner that ensures that access is limited to the persons
19 authorized under this Order.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
21 otherwise ordered by the court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated
23 "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this Action, as
25 well as employees of said Outside Counsel of Record to whom it is reasonably
26 necessary to disclose the information for this Action;

27 (b) the officers, directors, and employees (including House Counsel) of
28 the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or
2 order to issue in the other litigation that some or all of the material covered by the
3 subpoena or order is subject to this Protective Order. Such notification shall
4 include a copy of this Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be
6 pursued by the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served
8 with the subpoena or court order shall not produce any information designated in
9 this action as “CONFIDENTIAL” before a determination by the court from which
10 the subpoena or order issued, unless the Party has obtained the Designating
11 Party’s permission. The Designating Party shall bear the burden and expense of
12 seeking protection in that court of its confidential material and nothing in these
13 provisions should be construed as authorizing or encouraging a Receiving Party in
14 this Action to disobey a lawful directive from another court.

15 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced by a
18 Non-Party in this Action and designated as “CONFIDENTIAL.” Such
19 information produced by Non-Parties in connection with this litigation is protected
20 by the remedies and relief provided by this Order. Nothing in these provisions
21 should be construed as prohibiting a Non-Party from seeking additional
22 protections.

23 (b) In the event that a Party is required, by a valid discovery request, to
24 produce a Non-Party’s confidential information in its possession, and the Party is
25 subject to an agreement with the Non-Party not to produce the Non-Party’s
26 confidential information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-
2 Party that some or all of the information requested is subject to a confidentiality
3 agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated
5 Protective Order in this Action, the relevant discovery request(s), and a
6 reasonably specific description of the information requested; and

7 (3) make the information requested available for inspection by
8 the Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court within
10 14 days of receiving the notice and accompanying information, the Receiving
11 Party may produce the Non-Party's confidential information responsive to the
12 discovery request. If the Non-Party timely seeks a protective order, the Receiving
13 Party shall not produce any information in its possession or control that is subject
14 to the confidentiality agreement with the Non-Party before a determination by the
15 court. Absent a court order to the contrary, the Non-Party shall bear the burden
16 and expense of seeking protection in this court of its Protected Material.

17 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18 If a Receiving Party learns that, by inadvertence or otherwise, it has
19 disclosed Protected Material to any person or in any circumstance not authorized
20 under this Stipulated Protective Order, the Receiving Party must immediately
21 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use
22 its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
23 inform the person or persons to whom unauthorized disclosures were made of all
24 the terms of this Order, and (d) request such person or persons to execute the
25 "Acknowledgment and Agreement to Be Bound" that is attached as **Exhibit A**.

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1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
2 **OTHERWISE PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other
5 protection, the obligations of the Receiving Parties are those set forth in Federal
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
7 whatever procedure may be established in an e-discovery order that provides for
8 production without prior privilege review. Pursuant to Federal Rule of Evidence
9 502(d) and (e), insofar as the parties reach an agreement on the effect of
10 disclosure of a communication or information covered by the attorney-client
11 privilege or work product protection, the parties may incorporate their agreement
12 in the stipulated protective order submitted to the court.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of
15 any person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on
20 any ground to use in evidence of any of the material covered by this Protective
21 Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with Civil Local Rule 79-5. Protected Material
24 may only be filed under seal pursuant to a court order authorizing the sealing of
25 the specific Protected Material at issue. If a Party's request to file Protected
26 Material under seal is denied by the court, then the Receiving Party may file the
27 information in the public record unless otherwise instructed by the court.

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1 **13. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in paragraph 4, within
3 60 days of a written request by the Designating Party, each Receiving Party must
4 return all Protected Material to the Producing Party or destroy such material. As
5 used in this subdivision, "all Protected Material" includes all copies, abstracts,
6 compilations, summaries, and any other format reproducing or capturing any of
7 the Protected Material. Whether the Protected Material is returned or destroyed,
8 the Receiving Party must submit a written certification to the Producing Party
9 (and, if not the same person or entity, to the Designating Party) by the 60 day
10 deadline that (1) identifies (by category, where appropriate) all the Protected
11 Material that was returned or destroyed and (2) affirms that the Receiving Party
12 has not retained any copies, abstracts, compilations, summaries or any other
13 format reproducing or capturing any of the Protected Material. Notwithstanding
14 this provision, Counsel are entitled to retain an archival copy of all pleadings,
15 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
16 correspondence, deposition and trial exhibits, expert reports, attorney work
17 product, and consultant and expert work product, even if such materials contain
18 Protected Material. Any such archival copies that contain or constitute Protected
19 Material remain subject to this Protective Order as set forth in Section 4
20 (DURATION).

21 **14.** Any violation of this Order may be punished by any and all appropriate
22 measures including, without limitation, contempt proceedings and/or monetary
23 sanctions.

24
25 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
26
27
28

1 Dated: May 21, 2025

**LAW OFFICES OF DALE K. GALIPO
LAW OFFICES OF GRECH, PACKER & HANKS**

2 /s/ Marcel F. Sincich

3 Dale K. Galipo, Esp.

4 Trenton C. Packer, Esq.

5 Marcel F. Sincich, Esq.

Attorneys for Plaintiff

6
7 DATED: May 21, 2025

**ROB BONTA
Attorney General of California
NORMAN D. MORRISON IV
Supervising Deputy Attorney General**

8
9
10 By: /s/ Ashley Reyes

11 Ashley Reyes

12 Mario Garcia

Attorneys for Defendants State of

California, acting by and through the

California Highway Patrol, and Officer

Sean Irick

13
14
15
16 Dated: May 21, 2025

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

17
18 By: /s/ Khouloud Pearson

19 Eugene P. Ramirez

20 Andrea Kornblau

21 Khouloud Pearson

Attorneys for Defendants

22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23
24 DATED:

25 _____
Honorable David T. Bristow

26 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the
Central District of California on _____ [date] in the case of *Gonzalez*
v. State of California et al., Case No.: 5:25-cv-00331-KK-DTB I agree to comply
with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing the terms
of this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action. I hereby appoint _____
[print or type full name] of _____ [print or type
full address and telephone number] as my California agent for service of process
in connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____ Signature: _____

Printed name: _____

City and State where sworn and signed: _____